

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>UNITED STATES OF AMERICA</b>	<b>:</b>	<b>CRIMINAL NO.</b>
<b>v.</b>	<b>:</b>	<b>DATE FILED</b>
<b>JUSTIN DAVID MAY</b>	<b>:</b>	<b>VIOLATIONS:</b>
		<b>18 U.S.C. §§ 1341 (mail fraud – 22 counts)</b>
	<b>:</b>	<b>Notice of Forfeiture</b>

**INDICTMENT**

**COUNTS ONE THROUGH EIGHTEEN**

**THE GRAND JURY CHARGES THAT:**

At all times relevant to this indictment:

1. Lenovo Group Limited (“Lenovo”) was a multinational technology company with North American operations based in Morrisville, North Carolina. Lenovo produced a wide range of personal and business computers, including numerous ThinkPad devices, a popular line of laptop and tablet computers.
2. Lenovo manufactured, sold and supported its ThinkPad devices on a global scale. The ThinkPad came standard with a one-year or three-year warranty, depending on the model. Customers could purchase an extended warranty for ThinkPad devices through Lenovo’s website. If a customer wanted to confirm his or her device serial number and verify the device’s warranty status, he or she could do so by using an internet browser and navigating to <https://www.lenovo.com/us/en/services-warranty/>.

3. When a part failed on a ThinkPad device covered under warranty, Lenovo offered several types of warranty service. Customer Replaceable Unit (“CRU”) service was a type of warranty service used when the defective part could be replaced by the customer. Under CRU warranty service, Lenovo ships the replacement part to the customer in advance of receiving the defective part from the customer, with the understanding that the customer would return the defective part after receiving its replacement from Lenovo.

4. In order to initiate a warranty claim with CRU service, a customer must have been eligible based on his or her specific device, issue, and warranty status as determined by the serial number of his or her device. To initiate a warranty claim, the customer contacted a Lenovo warranty representative via phone, email or online chat. The Lenovo representative first assessed the customer’s complaint about the ThinkPad device. If the ThinkPad device has a problem that could be resolved by replacing a part with CRU service, the Lenovo representative would recommend a CRU part be shipped to the customer.

5. eBay was an online shopping site known for its consumer-to-consumer sales and auctions. Defendant JUSTIN DAVID MAY held an eBay account under the username “MAALE14,” which operated an eBay store called “HIKARI INDUSTRIES.”

#### **THE SCHEME**

6. Beginning in or about November 2018 and continuing until in or about June 2019, within the Eastern District of Pennsylvania and elsewhere, defendant JUSTIN DAVID MAY devised and intended to devise a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

#### **MANNER AND MEANS**

It was part of the scheme that:

7. Defendant JUSTIN DAVID MAY obtained and ascertained serial numbers for Lenovo ThinkPad devices covered under warranty that defendant MAY did not own or possess.

8. Defendant JUSTIN DAVID MAY, using his own identity and by creating aliases, and using legitimate serial numbers he had obtained and ascertained for Lenovo ThinkPad devices, submitted approximately 216 false CRU warranty claims for purported failed hard drives in Lenovo ThinkPad devices that defendant MAY did not own or possess.

9. Defendant JUSTIN DAVID MAY communicated with Lenovo representatives by phone, email and through online internet chat sessions posing as legitimate Lenovo ThinkPad device owners with purported faulty hard drives that were under warranty and eligible for the Lenovo CRU warranty service in order to induce Lenovo to ship replacement hard drives via United Parcel Service and Federal Express ("FedEx") for the supposedly faulty hard drives that defendant MAY claimed to own and possess.

10. Defendant JUSTIN DAVID MAY provided Lenovo representatives with descriptions of the supposed problems with the Lenovo ThinkPad devices that defendant MAY knew would necessarily require the replacement of the supposedly faulty hard drives found in the Lenovo ThinkPad devices.

11. Defendant JUSTIN DAVID MAY falsely led Lenovo representatives to believe he would return the supposedly faulty hard drives to Lenovo, ultimately inducing Lenovo to ship the supposed replacement hard drives via United Parcel Service and FedEx for the supposedly faulty hard drives that defendant MAY claimed to own and possess.

12. Defendant JUSTIN DAVID MAY provided Lenovo representatives with addresses in the District of Delaware, including a UPS Store location, where Lenovo could ship



the replacement hard drives. The United Parcel Service and FedEx express delivery service provided by Lenovo for the replacement hard drives caused each shipment to be processed at airport-based facilities within the Eastern District of Pennsylvania while traveling to the addresses provided by defendant MAY.

13. In instances where defendant JUSTIN DAVID MAY had the replacement hard drive shipped to a UPS Store, he contacted employees of the UPS Store location and notified them of the incoming shipments arriving for defendant MAY in the alias names. Defendant MAY falsely explained to UPS Store employees that the alias names appearing on his incoming shipments were the names of customers of his computer repair business.

14. Defendant JUSTIN DAVID MAY, by his misrepresentations, induced Lenovo to ship approximately 216 replacement hard drives to defendant MAY via United Parcel Service and FedEx. In total, defendant MAY obtained by fraud replacement hard drives with a cost to Lenovo of approximately \$54,000 and a retail value of approximately \$143,000. The most common replacement hard drive obtained by defendant MAY was Lenovo part number 00UP492, which he obtained as a result of 193 of the fraudulent warranty claims.

15. Defendant JUSTIN DAVID MAY failed to return to Lenovo any of the supposedly faulty hard drives since he did not actually possess or own the claimed faulty equipment.

16. Defendant JUSTIN DAVID MAY sold the replacement hard drives through his eBay store for a total of approximately \$34,936.

17. Defendant JUSTIN DAVID MAY shipped many of the replacement hard drives to his eBay buyers via United Parcel Service through the Eastern District of Pennsylvania to locations throughout the United States.

**MAIL FRAUD**

18. On or about each of the following dates, in the Eastern District of Pennsylvania and elsewhere, defendant

**JUSTIN DAVID MAY**

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail and commercial interstate carriers, according to the directions thereon, the following items, each passing through the Eastern District of Pennsylvania:

COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
ONE	April 16, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via UPS, tracking # 1Z59A26A01009673 96, in response to Lenovo warranty claim # 40877TH0011
TWO	April 16, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via UPS, tracking # 1Z59A26A01009678 41, in response to Lenovo warranty claim # 40878260011
THREE	April 17, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634693600, in response to Lenovo warranty claim # 4087H6W0011
FOUR	April 17, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634694294, in response to Lenovo warranty claim # 4087HGV0011

COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
FIVE	April 17, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634696139, in response to Lenovo warranty claim # 4087J5Z0011
SIX	April 17, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634695647, in response to Lenovo warranty claim # 4087HZZP0011
SEVEN	April 18, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634707644, in response to Lenovo warranty claim # 4087PKD0011
EIGHT	April 18, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634707611, in response to Lenovo warranty claim # 4087PKD0021
NINE	April 18, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634709350, in response to Lenovo warranty claim # 4087QLH0011
TEN	April 23, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634737853, in response to Lenovo warranty claim # 40887HP0011



COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
ELEVEN	April 23, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634741710, in response to Lenovo warranty claim # 40886Y20011
TWELVE	April 24, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634750953, in response to Lenovo warranty claim # 4088FKG0011
THIRTEEN	April 24, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634751228, in response to Lenovo warranty claim # 4088FMD0011
FOURTEEN	April 24, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 491634753080, in response to Lenovo warranty claim # 4088G8Q0011
FIFTEEN	May 1, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 101002399900, in response to Lenovo warranty claim # 4089NKR0011
SIXTEEN	May 1, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 101002398775, in response to Lenovo warranty claim # 4089NCD0011

COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
SEVENTEEN	May 2, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP492, shipped via FedEx, tracking # 101002409754, in response to Lenovo warranty claim # 4089RV90011
EIGHTEEN	May 3, 2019	Memphis, Tennessee	Philadelphia, Pennsylvania	Wilmington, Delaware	Lenovo part number 00UP493, shipped via FedEx, tracking # 101002422935, in response to Lenovo warranty claim # 408B2GS0011

All in violation of Title 18, United States Code, Section 1341.



**COUNTS NINETEEN THROUGH TWENTY-TWO**

**THE GRAND JURY FURTHER CHARGES THAT:**

At all times relevant to this indictment:

1. APC by Schneider Electric (formerly known as American Power Conversion Corporation) (“APC”), was a subsidiary of Schneider Electric, a multinational corporation based in Rueil-Malmaison, France. Schneider Electric developed energy management and automation solutions for residential, commercial, data center, infrastructure and industrial applications. APC itself was headquartered in West Kingston, Rhode Island.

2. APC was a manufacturer of uninterruptible power supply products, electronics peripherals, and data center products. APC was well known for its line of uninterruptible power supply products referred to as “Smart-UPS,” which were available in a variety of form factors and classes. Two of the Smart-UPS models manufactured by APC were the models SRT5KRMXLT and SRT2200RMXLA, which had retail prices of approximately \$4,850 and \$1,725, respectively.

3. APC manufactured, sold and supported its Smart-UPS products on a global scale. APC supported its Smart-UPS products with comprehensive warranties ranging from one to three years. Both the model SRT5KRMXLT and the model SRT2200RMXLA were supported with three year warranties that provided replacement for defective products.

4. When an APC customer needed technical assistance on a Smart-UPS product that was under warranty, the customer could notify APC via electronic chat through the company’s website ([www.apc.com](http://www.apc.com)). APC employed Technical Support Agents (“TSA”) who responded to requests for technical assistance via chat. If the TSA was not able to solve a customer’s problem through troubleshooting, the TSA would generate a Return Material

Authorization (“RMA”) number, initiating the process to deliver a replacement product to the customer.

5. Under APC’s warranty, customers typically received advance replacement, meaning that APC would ship a replacement product to the customer before the customer sent back the faulty part, with the understanding that the faulty part would subsequently be returned to APC upon receipt by the customer of the replacement part. APC notified customers who received advance replacement that they must return the defective product, and APC included a prepaid return shipping label with the replacement part when it was shipped to the customer.

6. eBay was an online shopping site known for its consumer-to-consumer sales and auctions. Defendant JUSTIN DAVID MAY held an eBay account under the username “MAALE14,” which operated an eBay store called “HIKARI INDUSTRIES.”

#### **THE SCHEME**

7. From in or about May 2019 through in or about July 2019, within the Eastern District of Pennsylvania and elsewhere, defendant JUSTIN DAVID MAY, devised and intended to devise a scheme to defraud and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

#### **MANNER AND MEANS**

It was part of the scheme that:

8. Defendant JUSTIN DAVID MAY obtained serial numbers for APC products that defendant MAY did not own or possess.

9. Defendant JUSTIN DAVID MAY communicated with APC TSAs through online internet chat sessions using alias names, posing as legitimate APC Smart-UPS owners with purported faulty Smart-UPS devices that were under warranty.

10. Defendant JUSTIN DAVID MAY provided APC TSAs with descriptions of the supposed problems with the Smart-UPS that defendant MAY knew would prevent the APC TSAs from solving the supposed problems through troubleshooting and would necessarily require the replacement of the supposedly faulty Smart-UPS.

11. Defendant JUSTIN DAVID MAY provided APC with addresses where APC could ship the replacement Smart-UPS, including one address in the Eastern District of Pennsylvania. Each of those addresses was an address or a slight variation of an address for a UPS Store location where defendant MAY was a known customer.

12. Defendant JUSTIN DAVID MAY falsely led APC TSAs to believe he would return the supposedly faulty Smart-UPS to APC, ultimately inducing APC to ship replacement Smart-UPS products via United Parcel Service and Federal Express ("FedEx") for the supposedly faulty Smart-UPS that defendant MAY claimed to own and possess.

13. Defendant JUSTIN DAVID MAY contacted employees of the UPS Store locations where the replacement Smart-UPS were destined and notified them of the incoming shipments arriving for defendant MAY in the alias names. Defendant MAY falsely explained to UPS Store employees that the alias names appearing on his incoming shipments were the names of customers from his computer repair business.

14. Defendant JUSTIN DAVID MAY, by his misrepresentations, induced APC to ship more than three replacement Smart-UPS products, with a retail value of more than approximately \$11,400, to defendant MAY via United Parcel Service and FedEx.



15. Defendant JUSTIN DAVID MAY failed to return to APC any of the supposedly faulty Smart-UPS that he had previously falsely represented he owned.

16. Defendant JUSTIN DAVID MAY sold each of the replacement Smart-UPS devices through his eBay store, for a total of more than approximately \$3,100.

17. Defendant JUSTIN DAVID MAY shipped each of the replacement Smart-UPS devices to his eBay buyers via United Parcel Service from or through the Eastern District of Pennsylvania to locations in the United States, including Maryland, California and Georgia.

### **MAIL FRAUD**

18. On or about each of the following dates, in the Eastern District of Pennsylvania and elsewhere, defendant

### **JUSTIN DAVID MAY**

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by mail and commercial interstate carriers, according to the directions thereon, the following items, each passing through the Eastern District of Pennsylvania:

COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
NINETEEN	May 9, 2019	Middletown, Pennsylvania	Linwood, Pennsylvania	Glen Mills, Pennsylvania	APC Model # SRT5KRMXLT, shipped via FedEx, tracking # 481840169750, in response to APC RMA # 544078
TWENTY	May 16, 2019	Philadelphia, Pennsylvania	Baltimore, Maryland	Hunt Valley, Maryland	APC Model # SRT5KRMXLT, previously received in response to APC RMA # 544078, shipped via UPS, tracking # 3940737350 to an eBay buyer

COUNT	DATE	FROM	THROUGH	TO	DESCRIPTION OF ITEM
TWENTY-ONE	May 16, 2019	Wilmington, Delaware	Philadelphia, Pennsylvania	Chula Vista, California	APC Model # SRT5KRMXLT, previously received in response to APC RMA # 548482, shipped via UPS, tracking # 1Z9164F03001520371 to an eBay buyer
TWENTY-TWO	May 30, 2019	Wilmington, Delaware	Philadelphia, Pennsylvania	Athens, Georgia	APC Model # SRT2200RMXLA, previously received in response to APC RMA # 556392, shipped via UPS, tracking # 1Z9164F01323102206 to an eBay buyer

All in violation of Title 18, United States Code, Section 1341.

**NOTICE OF FORFEITURE**

**THE GRAND JURY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Sections 1341 set forth in this indictment, defendant

**JUSTIN DAVID MAY**

shall forfeit to the United States of America any property constituting, or derived from, proceeds traceable to the commission of such offense, including but not limited to \$38,036 in United States currency (money judgment).

2. If any of the property described above, as a result of any actor omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred to, sold to, or deposited with a third party;
- c. has been placed beyond the jurisdiction of this Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intention of the United States, pursuant to Title 28, United States Code, Section 2461(c) incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant up to the value of the property subject to forfeiture.


All pursuant to Title 18, United States Code, Section 981(a)(1)(C), and 28 U.S.C. Section 2461.



A TRUE BILL:

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GRAND JURY FOREPERSON

*for*   
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WILLIAM M. McSWAIN  
UNITED STATES ATTORNEY